



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF PARKS AND FORESTRY**

## **Request for Proposal**

# **Operation of Mount Pleasant State Off-Road Vehicle Park**

**Woodbine Borough, Cape May County**

**Release Date: Thursday, May 22, 2014**

**Mandatory Bid Meeting Date: Wednesday, June 18, 2014**

**Bid Proposal Due Date: Friday, July 11, 2015 by 5:00PM**

**Bid Opening Date, Time, and Place:**      **Tuesday, July 15, 2014 @11:00AM**  
Office of Leases & Concessions  
501 E. State St., Bldg. #5, 3<sup>rd</sup> Floor  
Trenton, NJ 08625

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## **1.0 GENERAL INFORMATION FOR BIDDERS**

### **1.1 Purpose and Intent**

This Request for Proposal (RFP) is issued by the Office of Leases & Concession in the New Jersey Department of Environmental Protection ("Department"), on behalf of the Division of Parks and Forestry ("Division") and the State of New Jersey (the "State"). The purpose of this RFP is to solicit proposals from qualified bidders to operate, maintain, manage and develop the sixty six (66) acre Mount Pleasant State Off-Road Vehicle Park (the "ORV Park") in Woodbine Borough, Cape May County, New Jersey. The Department is seeking an Operator who has experience and knowledge in developing, and operating an ORV Park, is financially stable, is able to secure all federal, State and local approvals, will invest capital funds in the facility and infrastructure, and shows strength in customer service commitment and employee performance. The winning bidder will enter into a five (5) year Operating Agreement with the Department with the potential to renew the Operating Agreement for an additional fifteen (15) year period. As consideration for entering the Operating Agreement, the successful bidder will pay the State a fixed annual fee, which shall increase annually by three (3) percent, plus a percentage of the annual gross revenue earned from ORV Park operations as detailed below.

It is the goal of the State for the ORV Park to provide recreational opportunities to a variety of off-highway vehicle enthusiasts in the State, as well as to educate ORV enthusiasts about the principles and practices of safe and responsible off-highway vehicle use, and how off-highway vehicles can be operated with minimum impact to the natural environment. Operator shall manage the ORV Park in a manner consistent with the purpose and intent of providing a diverse spectrum of off-highway vehicle recreation, training, education and competitive opportunities in a family-friendly atmosphere. User groups to be served at the ORV Park include dirt motorcyclists, all-terrain vehicle riders, and snowmobile riders. The successful bidder will be responsible for the day-to-day operation of the ORV Park and will be responsible for its full time operation, as well as its physical and commercial development in accordance with the Department's goals.

All bidders shall submit as part of their bid proposals a Management Plan setting out how the bidder proposes to operate, manage, repair, and maintain, the ten-acre parcel (the "Property") with the existing  $\frac{3}{4}$  mile ATV trail, and a Development Plan identifying the Capital Improvements planned and the future development, operations, repair and maintenance of the 66-acre parcel as an ORV Park.

The winning bidder shall be the qualified, responsible, and experienced bidder whose proposal is most responsive to the State's goal, whose plan provides a realistic means of generating revenue for the State, and other factors.

This ORV Park was purchased with funds from the Green Acres program, N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., and N.J.S.A. 13:8A-35 et seq., and is located in an area designated as being under the Coastal Areas Facility Review Act of 1973 (CAFRA). CAFRA can be found at N.J.S.A. 13:19-1, et seq. In addition, other laws may be applicable to the land such as Wildlife Management, see generally N.J.S.A. Title 23 and N.J.A.C. 7:25, the Wetlands Act,

N.J.S.A. 13:9A-1 et seq., the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., as well as other environmental laws.

## **1.2 Background**

The ORV Park property, located in Woodbine Borough, is owned by the State of New Jersey, Department of Environmental Protection. The State purchased the site in November, 2011, using funds from the Green Acres program. The ORV Park is a mostly wooded tract with the Property that once served as a sand mine and later as a private motocross track. The Property consists of sand pits, sand roads and sandy areas left over from the former mining and motocross operations that provide ideal tracks for off-road vehicles. It is suitable for beginners to intermediate riders. There are two buildings that were used by previous tenants for ticket sales and monitoring operations of the motocross track on the Property. Although the Department began operating the Property as an off-road track starting on January 13, 2013, the Department only allows riders on the Property from 9:00 a.m. to 3:30 p.m. The Department merely opens the gates to riders; there are no amenities at the Property other than the track.

The ORV Park has frontage on County Route 610 (Petersburg Road), and is bounded by County Route 550 to the north, and portions of Cape May National Wildlife Refuge-Great Cedar Swamp Division to the east and south. The ORV Park is shown on the map attached hereto and incorporated by reference as Exhibit A, and is designated as Block 132, Lot 2 and Block 133, Lot 1 on the Tax Map of Woodbine Borough, Cape May County, New Jersey, a copy of which is attached hereto and incorporated by reference as Exhibit B. The Property is shown on the map attached hereto and incorporated by reference as Exhibit C, including the existing  $\frac{3}{4}$  mile ORV course that will be used initially, with future expansions tied to the development of the rest of the 66-acre ORV Park.

It is anticipated that the successful bidder will refurbish the existing building(s) or build a new office building with an area for education or training, with bathrooms for patrons, and possibly a store to sell merchandise and/or a food concession. The Operator may begin operating the Property immediately by using temporary office space and handicapped accessible portable toilets; however, it is the Department's intention that the office and bathrooms are made permanent as soon thereafter as possible. All Capital Improvements shall become the property of the Department. It is the Operator's responsibility to furnish all of the equipment, furnishings, telephones, computers, and other personal property (as defined, below) needed to operate the ORV Park. The Operator shall be responsible for all of the utilities, snow and ice removal, trash pick-up, maintenance and repairs needed to operate the park and keep it in good repair.

In addition, the Operator shall be responsible for all of the security at the ORV Park as well as handling emergencies and ensuring fire prevention both from materials stored at the ORV Park as well as from the wooded acres subject to high fire days. Each bidder's Management Plan shall include the proposed training to educate ORV enthusiasts about the principles and practices of safe and responsible off-highway vehicle use, and how off-highway vehicles can be operated with minimum impact to the natural environment. It is required that all training programs and packages be specifically approved by the Department in writing. In addition, the successful bidder must abide by and ensure compliance with the Required Tasks at

Section 1.3.3, and all other rules, regulations, or statutory requirements in existence or promulgated by the Department in the future, that apply to the ORV Park.

The successful bidder shall be responsible for marketing the opening of the ORV Park and ensuring public turnout. Bidders must explain how they would market the ORV Park. Bidders are required to illustrate what types of promotional events they would organize and how those events would be advertised to the public. A required element of the Marketing Plan is a website dedicated solely to the ORV Park.

Each bidder shall propose not only a Management Plan, but also a Development Plan which shall include the Capital Improvements to the Property with a timeline for completion of the project(s) and an expansion of the track and/or new tracks and amenities to be developed in the remainder of the ORV Park covering approximately fifty six (56) acres. Prevailing wage must be paid for any and all construction projects in accordance with N.J.S.A. 34:11-56.25 et seq. Although design drawings are not required, enough detail about the initial capital projects should be included to enable the Evaluation Committee Members to understand the proposed projects and have a good idea of what is being proposed. Explanations of future proposed development may be less detailed. Operator shall not make any physical changes in the natural condition of the ORV Park without the Department's written approval.

As consideration for entering the Operating Agreement, the successful bidder shall pay the State a fixed annual fee, increased annually by three (3) percent. Thus, each bidder shall propose a starting fixed annual fee which shall be paid monthly over the course of the year. The minimum fixed annual fee proposed must be at least \$36,000 per annum. This fee is in addition to the variable rent, which is a percentage of the total gross revenue earned from ORV Park operations in accordance with Paragraph 3.0, Scope of Work.

The Operating Agreement shall be for an Initial Term of five (5) years with an optional Renewal Term of 15 years. The terms of the Operating Agreement are renewable at the sole discretion of the Department. When deciding upon the renewal, the Department will take into account the Operator's compliance with the terms and conditions of the Operating Agreement, the Operator receiving the funds for and making the Initial Capital Improvements as described in Sections 1.3.2 and 5.2, below, that the continued use of the ORV Park is not inconsistent with reasonably anticipated plans for development or use of the ORV Park by the Department, and that the renewal is in the public interest. As consideration for entering the Operating Agreement, the successful bidder shall pay the State a fixed annual fee, increased annually by three (3) percent, plus an additional variable rent based on a percentage of the total gross revenue earned from ORV Park operations in accordance with Paragraph 3.0, Scope of Work.

Access to the ORV Park may be restricted during certain weather conditions such as winter storms or flooding which may force the closure of local roads. The Department is not responsible for ensuring the roads are passable or open to the successful bidder or its patrons or that the successful bidder and its patrons may otherwise access the ORV Park. The Department is not responsible for other circumstances that force the closure of the ORV Park, such as a declared State or local emergency. The Department also is not responsible for utility

interruptions such as power outages, communication line interruptions, etc., or any other inconveniences that the successful bidder may encounter.

The Operator must ensure prevention of fire, both from materials stored at the ORV Park as well as from the nearby wooded acres. This ORV Park is in a rural area of the State that is subject to extremely dry conditions and may experience high fire days. Bidders shall address how they will ensure that flammable material stored on the property is protected from sparks or fires and how the bidders will prevent fires from starting, whether from the stored flammable material or the dry, wooded portions of the ORV Park.

As stated above, there are a number of environmental laws that may impact this ORV Park. A number of divisions and/or agencies may require review of the Development Plan required under this RFP and may require permits or licenses or other approvals prior to undertaking any Capital Improvements. The successful bidder is responsible for obtaining all such permits, license or other approvals and for paying any associated costs.

Because the Department currently operates the Property, the successful bidder is required to begin operating the Property within thirty (30) days of executing the Operating Agreement. "Begin operating" shall mean to charge fees, allow riders on the track, and all of the other requirements of the RFP and Operating Agreement.

The Department currently requires that the hours for the ORV Park be 9:00 a.m. to 3:30 p.m. Bidders may propose the hours and days the ORV Park will be open; however, for any hours earlier than 8:00 a.m. or later than dusk, the Department's written approval is required.

All Special Events shall be approved in writing by the Department and open to the public but Special Events shall not include any racing event, go-kart racing event, motorcycle special event, mud hop, road race, snowmobile racing event, thrill show, time trial or race practice. The vast majority of ORV Park operating hours must be dedicated to open public riding.

The Operator shall also be solely responsible for providing ORV Park security. Although there is a six (6) -foot chain link fence with a locked gate around the ten-acre parcel, the Operator must provide a security team. For the purposes of this RFP and the Operating Agreement, security includes securing the ORV Park from theft and vandalism, preventing unauthorized access, and providing crowd control.

The Division of Parks and Forestry has administrative control over the ORV Park and the Superintendent of Belleplain State Forest and the Superintendent's staff are the point of contact for issues regarding the ORV Park. However, the Office of Leases & Concessions has control of the RFP and the Operating Agreement and is the point of contact for all issues relating to the RFP and the Operating Agreement.

### **1.3 Structures, Facilities, and Parking**

As stated above, the majority of the 66 acre parcel is mostly wooded. The initial part of each proposal shall relate to the operation of the 10 acre parcel. The 10 acre parcel is primarily

vacant land, but also includes the track, a parking lot and two buildings that were used for previous on-site activities. The small building is six (6) feet by six (6) feet and has been renovated with new siding, windows, and door. The previous operator of the Park used this building to monitor operations around the Property. The larger building is twelve (12) feet by sixteen (16) feet.

Bidders may propose to use these buildings; if so, the buildings will need extensive renovating and upgrades. As neither building is up to State Building Code, the successful bidder may not use either without first renovating it to bring it up to code. Thereafter, the building must be kept up to State Building Code.

Bidders may opt not to renovate the buildings. If a building is not renovated, the Operator must remove the building according to State Building Code. If a bidder additionally proposes putting in new buildings, the bidder shall propose where on the ORV Park the building(s) will be located. Consistent with Section 1.3.2.2 on "Initial Improvements or Initial Development," below, if the successful bidder has chosen not to renovate a building for use as an administration office, it must propose a new building for that use. Otherwise, the successful bidder is not required to construct any new building.

Bidders shall also indicate in the bid whether they propose other changes to the ORV Park, including the track.

Notwithstanding a bidder's successful bid, any change to any part of the ORV Park's sixty-six acres, including, but not limited to, the buildings and vegetation thereon, must be approved by the Department in writing before implemented. Further, the ORV Park is not exempt from Department rules and regulations, including rules and regulations promulgated by any other departments or agency of the State of New Jersey other than the Division of Parks and Forestry.

The road into the ORV Park, the track, and the parking lot are sand-covered. The parking lot may hold up to seventy five (75) vehicles depending on size and how the vehicles are parked.

### **1.3.1 Utilities**

There is currently no usable water system on the property. However, there is a well. The Department has not tested the well, and does not know whether there is water in the well. Assuming there is water, the Department does not know whether it is potable. There is no pump on the well.

There presently is no sewer on the property. It is unknown whether sewer is available from the local provider. Additionally, the former septic tank has caved in and system is not functional. If the successful bidder proposes a new septic system, the installation of that system must be completed in accordance with Department and the County Health Department guidelines. Nonetheless, the successful bidder need not install or connect to a sewer or fix or replace the septic tank system, so long as it provides enough portable toilets to accommodate both the successful bidder's staff and all visitors to the ORV Park.



There is an electrical panel on the property that is not up to State Building Code. It is unknown what amperage may have come to the ORV Park in the past. The Department presumes that the electricity has been disconnected at the main line. Whatever the case, the successful bidder must bring the electrical panel, electrical system and service entry up to code, even if that requires replacement or repair of all.

There are no telephone lines at the ORV Park. The Operator shall be required to obtain communication services for onsite telephone and internet access. In addition the Department will require the Operator to provide an advance registration system by telephone, cable or via the internet.

The Operator is solely responsible for all utilities, including obtaining, paying for, and maintaining them. Snow removal and trash pick-up and recycling are also Operator's sole responsibility. Operator must pick up all trash located on the entire 66 acre ORV Park. An animal-proof dumpster shall be supplied at the Operator's sole expense. Trash removal from the dumpster shall be at the Operator's sole expense.

### **1.3.2 Capital Improvements**

#### **1.3.2.1 Generally**

A. An initial Capital Improvement is required of the successful bidder. After that initial investment, additional Capital Improvements may be made in accordance with this Section. The Initial Improvement requirements are in Section 1.3.2.2.

B. As either Initial Improvements or Future Improvements, bidders may propose to add a merchandise shop and/or food concessions, the gross revenue from the sale of merchandise and concessions must be shared with the Department in accordance with Section 3.0 (Scope of Work). Regardless of when, if ever, bidders propose to add these amenities, bidders should include in their proposals a description of the type of merchandise and/or food to be sold with a proposed price range, which the Department must approve. All merchandise items shall be of a high quality, shall be related to off-road riding and/or the ORV Park, and shall be tasteful and family-oriented. These merchandise items should be ones desired by the general public and of a current trend. Merchandise should be turned over at such a rate as to keep the most desired merchandise available to the public and to keep sales at a brisk rate. No merchandise or food may be sold until the merchandise is approved by the Department in writing.

If bidders propose adding a food concession, the food sold shall be of a high quality and prepared according to the New Jersey Department of Health guidelines. Such food offerings should be consistent with the most recent Dietary Guidelines published by United States Department of Agriculture's Center for Nutrition Policy and Promotion (<http://www.cnpp.usda.gov/DietaryGuidelines.htm>). Bidders are strongly encouraged to read and consider the National Parks Services' Healthy Food Strategy tools and information entitled *Food for the Parks: Case Studies of Sustainable Foods* and *Food for the Parks: A Roadmap to Success Toolkit* that can be found at [http://www.concessions.nps.gov/tools\\_others.htm](http://www.concessions.nps.gov/tools_others.htm), under

Environmental Management, Healthy Foods. Food selections may not be served until approved by the Department in writing. Bidder shall not begin the operation of any food concession without the prior written approval of the Department. All food concession facility is subject to inspection by the New Jersey Department of Health.

C. All improvements, including the Capital Improvements are subject to the review and approval of the Department. All improvements made to or added to the ORV Park shall be maintained and repaired by the Operator but shall become the property of the Department.

D. The Operator shall be responsible to obtain and pay for all necessary permits for the making of improvements at the ORV Park and shall pay Prevailing Wage for all construction projects. The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement.

### **1.3.2.2 Initial Improvements or Initial Development**

The initial, required improvement to the Property shall include the (1) design and (2) renovation or construction of an administration building to accommodate patrons to the ORV Park and employees. The administration building should include at a minimum:

- a. Office space;
- b. Area to collect fees;
- c. Restroom facilities;
- d. Space for education/training; and
- e. Installation of utilities, including but not limited to, electric, water and septic.

Bidders may propose additional, non-required facilities such as a merchandise shopping area and/or a food concession, but must describe their proposals in detail. Bidders should provide a narrative of the proposed improvements along with drawings or pictures or other representations. Although design drawings are not required, enough detail about the initial capital projects should be included to enable the Evaluation Committee Members to understand the proposed projects well. Whether required or not, no improvement, development, construction, or renovation may proceed without the Department's approval in writing and all permits required by law.

### **1.3.2.3 Future Improvements or Future Development**

A fifteen-year renewal term of the Operating Agreement shall be contingent upon a number of factors, one of which is the Operator undertaking the following Capital Improvements subject to the Department's approval in writing and all applicable law:

- (i) Design and construction of a retail fueling station to serve the off-road vehicles of ORV Park patrons. The retail fueling station may not include an underground storage tank. It must use an aboveground tank with containment that is within the Department's regulations. The aboveground tank, and use thereof,

must comply with all applicable federal and State law and all applicable local ordinances including, but not limited to, the federal Clean Air Act, 42 U.S.C. 7401 et seq.; the federal Spill Prevention, Control, and Countermeasure rules, 40 C.F.R. 112 et seq.; the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. and its implementing regulations; the New Jersey Air Pollution Control Act, N.J.S.A. 26:2C-1 et seq. and its implementing regulations; the New Jersey Discharges of Petroleum and Other Hazardous Substances rules, N.J.A.C. 7:1E-1.1 et seq.; and the New Jersey Pollutant Discharge Elimination System ("NJPDES") rules, N.J.A.C. 7:14A-1.1 et seq. The successful bidder must also ensure that any above ground fueling station or fuel storage tanks complies with federal, state and local laws. It must additionally provide a fire safety plan for the fueling station; and

- (ii) Design and construction of an approved track plan for the development and expansion of the other fifty-six (56) acres of the ORV Park.

Bidders may propose to add the aforementioned merchandise shop and/or food concessions as Future Improvements instead of as Initial Improvements, or bidders may propose additional uses for the 56 acre section. Bidders are encouraged to be creative but should be mindful of the area in which the ORV Park is located. Drawings are not required but enough of a narrative description should be included so that the Evaluation Committee Members may understand the proposed projects well. Again, no proposal may be implemented without the Department's approval in writing and without complying with applicable law.

### **1.3.3 Required Tasks**

The successful bidder will be required to perform, in addition to operating the ORV Park and collecting reasonable fees from patrons, the following tasks:

- A. Check to ensure that each off-road vehicle is properly registered by the NJ Motor Vehicle Commission and insured; and
- B. The ORVs must be equipped or outfitted with working headlights, taillights, brakes, a minimum of 16 square inches of reflective material on the each side of the cowl, and mufflers, and any other safety devices, lights, etc. as required in N.J. Motor Vehicle Regulations.
- C. Operators must wear a protective helmet, face shield or goggles, over-the-ankle leather boots, long-sleeve shirt, long pants, gloves, wrist guards, and elbow and kneepads.
- D. Park users must be at least 14 years old. Anyone less than 16 years of age may not operate an ATV with an engine capacity greater than 90 cubic centimeters.
- E. Prior to riding, riders must receive training to educate them about the principles and practices of safe and responsible off-highway vehicle use, and how off-highway vehicles can be operated with minimum impact to the natural environment.

- F. Removing or disturbing any vegetation, soil, water, minerals, or any other property of the State is prohibited. ORV use is limited to the approved track.
- G. Alcohol is strictly prohibited at the ORV Park. Operator shall not allow ORV Park visitors to bring alcoholic beverages onto the ORV Park.
- H. Smoking is restricted to areas identified as safe for smoking at the ORV Park. Smoking in the rest of the ORV Park is prohibited.
- I. Firearms and fireworks of all types are strictly prohibited.
- J. Nudity is prohibited.
- K. Horsing around or other tomfoolery is prohibited.
- L. Vehicles may only be operated on the roads and in the parking areas. Operating or parking vehicles in the ORV Park other than the roads and parking areas is strictly prohibited.
- M. The restrooms shall be cleaned daily or sooner as needed and all trash shall be placed into animal-proof receptacles. Littering, dumping or discarding of refuse of any kind is prohibited.
- N. Gambling is prohibited at the ORV Park.
- O. Canvassing, soliciting, and peddling at the ORV Park are prohibited, and Operator shall cooperate to prevent the same.
- P. No animals of any kind, with the exception of service animals used to assist the disabled, shall be allowed into the ORV Park. All service animals' waste must be promptly and properly disposed of.
- Q. Operator shall not allow any other person to manufacture or store goods, wares or merchandise at the ORV Park except the storage of the usual supplies and inventory to be used by Operator in the conduct of Operator's business.
- R. Noise Control: The operation of the park shall comply with the State Noise Control Act at N.J.S.A. 13:1G-1, et seq., and the implementing regulations at N.J.A.C. 7:29.
- S. The Operator shall comply with the State Park Service Rules, N.J.A.C. 7:2-3 et seq., Motorized Vehicles, which can be found by going to <http://www.lexisnexis.com/hottopics/njcode/>, click on "I agree".



Operator shall, at its sole cost and expense, comply with all statutes, ordinances, rules, orders, regulations, and requirements of federal, State, and local governments and of any and all of their departments, divisions and bureaus applicable to the ORV Park.

#### **1.3.4 Reports**

The successful bidder shall supply the following reports to the Office of Leases & Concessions every quarter: The Reports will be due on the fifteenth (15<sup>th</sup>) of April, July, October and January.

##### **A. Financial Summary**

Revenue, including but not limited to:

1. total revenue broken down by type of fee
2. total attendance broken down by month
3. shop sales broken down by category of merchandise and/or food
4. revenue generated from riding lessons
5. association and/or membership revenue
6. sales tax collected

Expenses, including but not limited to:

1. Expenses associated with office operations, shop and/or concession(s)
2. Expenses associated maintenance and repairs of ORV Park
3. Labor costs broken down by department (maintenance, shop, office), further broken out by permanent (key personnel) and seasonal employees
4. Unanticipated expenses
5. Capital Improvements

##### **B. Brief summary of:**

1. ORV Park maintenance and any issues related to the operation of the ORV Park
2. Sales and marketing efforts
3. Review on progress of Capital Improvements

In addition, each year the successful bidder shall provide a detailed Operating Budget for the upcoming calendar year including any proposed fee changes, All Special Events shall be approved in writing by the Department and open to the public but cannot include any racing event, go-kart racing event, motorcycle special event, mud hop, road race, snowmobile racing event, thrill show, time trial or race practice. The vast majority of Park operating hours must be dedicated to open public riding, and any other information requested by the Department.

#### **1.3.5 Marketing, Internet Presence and Special Events**

Bidder shall propose how bidder will market the ORV Park. Bidder should include not only an overall Marketing Plan, but also identify demographics served, regional concerns and media

outlets. Bidder should include a website design and content for a website for the ORV Park. The successful bidder will coordinate with the Department to create and register Domain Names for the ORV Park and be responsible for all costs associated with the creation and maintenance of an ORV Park Website.

Bidders should also outline any ideas regarding Special Events, subject to the limitations as outlined in Section 1.2. Special Events that promote the ORV Park or that are in keeping with the purpose of the ORV Park may be undertaken by the successful bidder with written approval by the Department. The successful bidder is required to provide security for crowd control during Special Events.

#### **1.3.6 Security**

The ORV Park is in a somewhat rural area of Cape May County. Because the ORV Park is currently closed, State Park Police are not located nearby and there has been no need for a State Park Police presence. There is a 6-foot chain link fence with locked gate around the Property. However, the Operator is solely responsible for providing security for the entire 66-acre ORV Park, although it need not build a fence around the entire 66 acres.

The Operator shall be responsible for crowd control due to the Operator's events. If the Operator has an emergency requiring immediate assistance, 911 must be called. Otherwise, the Operator shall be responsible for its own security and at Operator's sole expense.

The Operator shall be solely responsible for security of the ORV Park against burglary, theft, vandalism and unauthorized entry.

In the event there is an emergency, the Operator shall call 911 for assistance. Reports of any injuries shall be made to the State Park Police by contacting the DEP Emergency Hotline at **1-877-927-6337 (1-877-WARN-DEP)**.

#### **1.3.7 On-Site Fueling**

If the Operator allows riders to fuel their ORVs at the ORV Park they shall be required to designate an area in the ORV Park where all fueling operations will occur. The Operator must submit for review and written approval by the Department a Fueling Plan as identified in Paragraph 9 of the Operating Agreement attached hereto as Exhibit D.

#### **1.4 Taxes and Operating Expenses**

The Operator shall be solely responsible for all operating expenses including for utilities, licenses and permits. The Operator will be solely responsible to pay any and all taxes or assessments that might be imposed by any governmental body by reason of Operator's operation of the ORV Park.

## **1.5 Key Events**

The winning bidder shall meet with members of the Department within seven (7) days of the proposal award. The winning bidder must be prepared to assume full operation of the ORV Park within thirty (30) days of executing the Operating Agreement.

### **1.5.1 Questions and Inquiries**

The Department will accept questions and inquiries from all potential bidders receiving this RFP. Questions may be submitted in writing only, via mail or email, to the Department at one of the following addresses:

Department of Environmental Protection  
Natural & Historic Resources  
Office of Leases & Concessions  
Mail Code 501-04C  
P.O. Box 420  
Trenton, NJ 08625-0420

Email: [Officeofleases@dep.state.nj.us](mailto:Officeofleases@dep.state.nj.us)

All questions and corresponding answers will be posted at  
[http://www.state.nj.us/dep/parksandforests/parks/business\\_ops/current\\_leases.htm](http://www.state.nj.us/dep/parksandforests/parks/business_ops/current_leases.htm).

#### **1.5.1.1 Submission Cut-Off Date**

The cut-off date for the submission of questions will be the date of the Mandatory Bidders Meeting ("Meeting"), details of which are set forth in Subsection 1.5.2 below. While all questions will be entertained at the Meeting, it is strongly urged that questions be submitted in writing prior to the Meeting. It is requested that bidders with long, complex, or multiple-part questions submit them in writing as far in advance as possible, in order for the Department to prepare answers by the time of the Meeting.

#### **1.5.1.2 Question Protocol**

Questions should be submitted in writing to the attention of George Chidley of the Office of Leases & Concessions. Each question should be directly tied to a provision of the RFP. Questions should be asked in consecutive order, from beginning to end, following the organization of this RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Brief procedural inquiries may be accepted over the telephone. However, oral explanations or instructions given over the phone shall not be binding upon the State. Bidders shall not contact any other branch of the Department directly, in person or by telephone, concerning this RFP.

### **1.5.2 Mandatory Bidders Meeting**

A Mandatory Bidders Meeting (Meeting) has been scheduled for this procurement. The Meeting will be held at the site of the proposed ORV Park on Wednesday, June 18, 2014 at 11:00AM.

NOTE: Bids automatically will be rejected from any bidder that does not attend or that fails to properly register at the Meeting.

The purpose of the Mandatory Bidders Meeting is to provide a structured and formal opportunity for the Department to accept questions from bidders regarding this RFP. The Meeting also will provide bidders with an opportunity to view the ORV Park.

Any revisions to the RFP resulting from the Mandatory Bidders Meeting will be formalized and distributed to attendees as written addendum to the RFP. Answers to deferred questions also will be distributed to attendees as written addendum to this RFP.

### **1.6 Additional Information**

#### **1.6.1 Revisions to the RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. Any RFP addendum will be distributed as follows:

- i. Any addendum issued before the Mandatory Bidders Meeting (see Subsection 1.5.2) will be posted at [www.state.nj.us/dep/parksandforests/parks/business\\_ops/current\\_leases.htm](http://www.state.nj.us/dep/parksandforests/parks/business_ops/current_leases.htm); and
- ii. Any addendum issued at the time of or after the Meeting will be distributed only to those bidders that attended and properly registered at the Meeting.

#### **1.6.2 Addendum as Part of the RFP**

Any addendum to this RFP shall become part of this RFP and part of any agreement resulting from the RFP.

#### **1.6.3 Bidder Responsibility**

The bidder assumes sole responsibility for all undertakings required by this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of the RFP. By submitting a proposal in response to this RFP, each bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP. The bidder further represents that it has made its own calculations, based on the information provided and its own research and experience, of costs, expenses, and revenues, for which the Department bears no liability.



#### **1.6.4 Cost Liability**

The State assumes no responsibility and bears no liability for costs incurred by bidders in the preparation and submission of bid proposals in response to this RFP. Furthermore, the Department does not warrant or guarantee any current or future revenues that may be generated from operation of the ORV Park.

#### **1.6.5 Contents of Bid Proposal**

The entire content of every proposal shall become a public record, notwithstanding any statement to the contrary made by a bidder in its proposal. As public records, all proposals are available for public inspection. Interested parties may schedule an appointment with the Administrator to inspect proposals received in response to this RFP.

#### **1.6.6 Price Alteration**

Bid prices must be typed or written in ink. Any price change, including "white-outs," must be initialed. Failure to initial price changes may preclude an award from being made to a bidder.

#### **1.6.7 Final Approval Notification**

The successful bidder shall not be considered to have final approval of The Operating Agreement until notified by the Department.

### **2.0. DEFINITIONS**

The following definitions shall be part of any agreement executed as a result of this RFP:

- a. "Department" or "the State" shall mean the State of New Jersey, Department of Environmental Protection.
- b. "Off-road Vehicle Park" or "ORV Park" shall mean the 66 acre Woodbine parcel as shown on the site map attached hereto as Exhibit A including the initial 10 acre parcel.
- c. "Property" shall mean the 10 acre parcel that has been operated by the Department. A separate map showing the ten-acre parcel is attached as Exhibit C.
- d. "Off-highway vehicles" shall mean all-terrain vehicles (ATVs), dirt bikes and snowmobiles. "Off-highway vehicles" and "off-road vehicles" and "ORVs" shall be used interchangeably in this RFP and Operating Agreement.
- e. "All-terrain vehicles" shall mean motorized flotation-tires vehicles with at least three but no more than six low pressure tires and have an engine displacement of less than 600 cubic centimeters, but shall not include golf carts, and shall include those all-terrain vehicles properly registered by the State of New Jersey Motor Vehicle Commission.

- f. "Dirt bike" shall mean any two-wheeled motorcycle that is designed and manufactured for off-road use only and does not comply with Federal Motor Vehicle Safety Standards or United States Environmental Protection Agency on-road emission standards. "Dirt bike" shall mean those dirt bikes properly registered with the State of New Jersey Motor Vehicle Commission.
- g. "Operating Agreement" shall mean the written agreement(s) resulting from this Request for Proposal executed by the New Jersey Department of Environmental Protection and the winning bidder(s).
- h. "Operator" shall mean the winning bidder to this Request for Proposal that enters into an Operating Agreement with the New Jersey Department of Environmental Protection.
- i. "Bidder(s)" shall mean an individual(s) or an entity that submit(s) a bid proposal in response to this Request for Proposal.
- j. "Meeting" shall mean the Mandatory Bidders Meeting.
- k. "Division" shall mean the Division of Parks and Forestry.
- l. "Administrator" shall mean the Administrator of the Office of Leases & Concessions.
- m. "Commissioner" shall mean the Commissioner of the New Jersey Department of Environmental Protection.
- n. "Evaluation Committee" shall mean a committee established by the Department to review and evaluate bid proposals submitted in response to this RFP and to recommend a proposal award.
- o. "Management Plan" shall mean a detailed business plan submitted by each bidder in response to this RFP that details its proposal for operating, managing, repairing and maintaining the ORV Park in accordance with the State's goal.
- p. "Development Plan" shall mean a detailed business plan submitted by each bidder in response to this RFP that details its proposal for Capital Improvements planned and the future development, operation, management, repair and maintenance of the improved property, as discussed in Section 1.3.2.
- q. "Fiscal year" shall mean the period beginning July 1 and ending June 30 in any given calendar year.

r. "Request for Proposal (RFP)" shall refer to this document, which establishes the bidding requirements and solicits proposals to meet the needs of the Department as identified herein.

s. "Personal property" shall mean the equipment, furnishings, telephones, computers, and any other personal property necessary for the operation, management and maintenance of the ORV Park in accordance with this RFP and the Operating Agreement, placed or used in the ORV Park by Operator that are not attached to and/or physically incorporated into the ORV Park.

t. "Snowmobile" shall mean any motor vehicle, designed primarily to travel over ice or snow, of a type which uses sled type runners, skis, an endless belt tread, cleats or any combination of these or other similar means of contact with the surface upon which it is operated, but does not include any farm tractor, highway or other construction equipment, or any military vehicle. "Snowmobile" shall mean those snowmobiles properly registered with the State of New Jersey Motor Vehicle Commission.

u. "Capital Improvement" shall mean any restoration, preservation, renovation, or improvement, including the Initial and Future Improvements, but not limited to the construction, placement or replacement of any permanent or non-permanent building, structure or utility or any change in the natural condition of the ORV Park.

### **3.0 SCOPE OF WORK**

The Department seeks to enter into a 5 year Operating Agreement with a private individual or entity that will perform the services set forth in the Operating Agreement, a copy of which has been attached to this RFP as Exhibit D. Bidders should refer to the Operating Agreement in preparation of submitting a bid proposal to gain a full understanding of the services required to be performed thereunder.

In exchange for entering and performing under the Operating Agreement, the Tenant shall pay the Department a fixed annual fee of at least **\$36,000.00** per annum, increased annually by three (3) percent, plus an additional variable rental payment. The variable rental payment will be based on a percentage of the total gross revenue earned from ORV Park operations in accordance with the schedule listed below:

<u>Years</u>	<u>Percentage of Total Gross Revenue</u>
0-5	2%
6-10	4%
11-15	6%
16+	8%

For purposes of this RFP and the Operating Agreement, total gross revenue is defined to include all gross charges for all services to customers or patrons performed by the Operator or any other person, firm, or corporation in, upon, or through any part of the ORV Park, including, but not limited to, fees for training, riding, daily fees, membership, lessons, and sales at the gross selling

price of merchandise, food, and items of every character sold in, upon, or through the ORV Park by the Operator, or any other person, firm, or corporation, including, but not limited to, all revenues and sales related to the operation of the ORV Park, and shall include sales and charges for cash and credit, regardless of whether or not the same is collected or uncollected, less all proper credits for returned merchandise, merchandise exchanges and merchandise cancellations, allowances, or discounts, as well as any New Jersey sales taxes collected by the Operator and remitted to taxing authorities.

All bidders should be aware that the successful bidder must retain all records for a period of six (6) years from the expiration of or termination of the Operating Agreement.

#### **4.0 PROPOSAL PREPARATION & SUBMISSION**

##### **4.1 General Information**

The bidder must follow the instructions contained in this RFP in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and proposal award process. Any qualifying statements made by the bidder as to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, processes, and procedures are revealed. However, each bidder is cautioned that insufficient detail may result in a determination that the bid proposal is materially non-responsive or, alternatively, may result in a low technical score being given to the bid proposal.

##### **4.2 Proposal Delivery and Identification**

In order to be considered, a bid proposal must be submitted no later than **5:00PM** on **Friday, July, 11, 2014**. The exterior of all bid proposal packages must be labeled with "**ORV Park RFP**", the bid opening date (**July 14, 2014**) and the bidder's name. Bid proposals must be submitted to:

**Department of Environmental Protection  
Natural & Historic Resources  
Office of Leases & Concessions  
Mail Code 501-04C  
P.O. Box 420  
Trenton, NJ 08625-0420**

All bidders submitting proposals are advised to allow adequate delivery time to ensure punctual delivery of proposals. Late proposals are ineligible for consideration.

### **4.3 Number of Bid Proposal Copies**

Each bidder must submit one (1) complete original bid proposal that clearly has been marked as the "ORIGINAL" bid proposal. **The "Original" bid proposal must be submitted in a three ring notebook binder.** Each bidder also must submit four (4) full, complete, and exact copies of the original. The copies are necessary in the evaluation of your bid. Bidders failing to provide the required number of copies shall be charged the cost incurred by the Department in producing the required number of copies. It is suggested that the bidder make and retain a copy of its bid proposal for its own records.

### **4.4 Proposal Content**

The bid proposal should be submitted in one volume that is divided in five (5) parts as follows:

#### **4.4.1 Forms (Part 1)**

The following forms are required to be completed and submitted with each bid.

##### **4.4.1.1 Affirmative Action Employee Information Report**

The bidder must complete the attached Affirmative Action Employee Information Report (Exhibit E), or alternatively, must supply either (1) a New Jersey Affirmative Action Certificate or (2) evidence that the bidder is operating under a federally-approved or sanctioned affirmative action program. This requirement is a precondition to entering into a valid and binding contract with the State.

##### **4.4.1.2 Business Registration Reporting**

Pursuant to N.J.S.A. 52:32-44, the State (including the Department of Environmental Protection) is prohibited from entering into a contract with an organization unless the contractor has provided a copy of its business registration certificate (or interim registration) as part of its bid submission. Failure to submit a copy of the Business Registration Certificate within the bid proposal may be cause for rejection of the bid proposal.

In addition, in the event the bidder is a corporation, partnership or sole proprietorship, pursuant to N.J.S.A. 52:25-24.2, the bidder must complete the attached Ownership Disclosure Form found at Exhibit F. A current completed Ownership Disclosure Form must be received prior to or accompany the proposal. Failure to submit the form will preclude the award of a contract.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State. Any questions in this regard can be directed

to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

#### **4.4.1.3 Pay to Play**

All bid applications (other than those submitted by non-profit organizations) are subject to the provisions of N.J.S.A. 19:44A-20.13 et seq., N.J.S.A. 19:44A-20.26 et seq. and Executive Order 117 (P.L. 2005 c. 51 and P.L. 2005 c.271, E.O. 117, collectively "Pay to Play"). Compliance with these acts shall constitute a material term and condition of the bid application and these acts shall be binding upon the parties thereto upon the entry of an Operating Agreement. All bidders must complete and submit with their bid proposals the following enclosed forms in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271) (Exhibits F, G.1 and G.3).

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder's responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

Pursuant to N.J.S.A. 19:44A-20.13, et seq. (L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) the successful bidder shall not be allowed to contract with the State if the bidder: (1) makes or solicits a contribution in violation of P.L.2005, c.51; (2) knowingly conceals or misrepresents a contribution given or received; (3) makes or solicits contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) makes or solicits any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (5) engages or employs a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the bidder itself, would subject the bidder to the restrictions of P.L.2005, c.51; (6) funds contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engages in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, does any act which would subject the bidder to the restrictions of P.L.2005, c.51. Further, where the bidder is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of the Operating & Lease Agreement exceeds \$17,500, the bidder shall submit with the Operating & Lease Agreement a "Certification and Disclosure of Political Contributions Form", certifying that the bidder has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions the bidder made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, and the "Ownership Disclosure Form". It is the successful

bidder's continuing obligation to report any contributions it makes during the term of the Operating & Lease Agreement. Additionally, unless the Operating & Lease Agreement is required by law to be publicly advertised for bids, if the bidder is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of the Operating & Lease Agreement exceeds \$17,500, the bidder shall submit with the Operating & Lease Agreement a "Vendor Certification and Political Contribution Disclosure Form" listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by the bidder during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. All bidders must complete and submit with their bid proposals the following enclosed forms, copies of which are attached and incorporated by reference as Exhibit E, in accordance with their instructions: (1) Ownership Disclosure Form; (2) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (3) Vendor Certification and Political Contribution Disclosure Form (P.L. 2005, c. 271). Please note that forms and instructions are also available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

Bidders further are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271, section 3) if the bidder receives contracts in excess of \$50,000.00 from a public entity in a calendar year. It is the bidder's responsibility to determine if filing is necessary. Failure to so file will preclude a proposal award and can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **4.4.2 Background Information (Part 2)**

Each bidder shall submit written answers to the following inquiries:

- i. How many years has your organization been in business under its present business name?
- ii. Under what other or former names has your organization operated?
- iii. If your organization is a corporation, provide the following information: date of incorporation; State of incorporation; president's name; vice president's name; secretary's name; treasurer's name; and corporate agent for service.
- iv. If the organization is a partnership, provide the following information: date of organization; type of partnership; and name(s) of general partner(s).
- v. If your organization is individually owned, provide the following information: date of organization; and name and address of owner.
- vi. Has your organization ever failed to complete any contract awarded to it?



- vii. Within the past five (5) years, has any officer or principal of your organization ever served as an officer or principal of another organization when it failed to complete a contract?
- viii. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers?
- ix. Has your organization filed any lawsuits or requested arbitration with regard to any contracts within the last five (5) years?
- x. Has any owner made a claim against you, which has resulted in arbitration or litigation within the past five (5) years?
- xi. Has your organization or any of its officers, principles or owners ever been convicted of a crime, or are they presently the target of any criminal or administrative investigation?
- xii. Has your organization or any of its officers, principles or owners ever been disqualified, suspended, or debarred from a contract with any Federal, State, or local government entity?

If the answer to any questions “vi” through “xii” is yes, please provide details.

Each bidder also shall describe in detail its expertise in operating ORV Park facilities similar in size and scope to this ORV Park, including:

- i. a description of all ORV Park facilities the bidder has operated and/or managed, including size, types of ORV Park services provided, and location of each facility; and
- ii. a description of all ORV Park facilities where the bidder has executed the development of new trails and infrastructure
- iii. the length of time bidder operated or managed the ORV Park facilities set forth in (i) above, including beginning and ending dates.

#### **4.4.3 Technical Proposal (Part 3)**

In this Section, the bidder shall describe in detail its plans and approach for fulfilling the requirements as reflected in the Operating Agreement. The Operating Agreement fully describes the minimum services to be provided by Operator. The bidder must present its understanding of the requirements of the Operating Agreement and its ability to fulfill said requirements successfully. However, the bidder should not be limited by the services described and is encouraged to expand upon, supplement, or add other service areas where the bidder has



expertise that may benefit the State. This section of the bidder's proposal should contain at least the following information:

#### **4.4.3.1 Management Overview**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the Operating Agreement in a narrative format. The Management Overview shall contain a complete description of how the bidder intends to develop, manage and operate the ORV Park in accordance with the Operating Agreement, including anticipated special events, trash pick-up and cleanliness of the facilities, security, hours of operation, a marketing plan, how emergencies and injuries are to be handled, and a fire prevention plan.. The narrative should convince the State that the bidder understands the objectives the Operating Agreement, the nature of the services required, and the level of effort necessary to successfully carry out the Operating Agreement. The bidder's narrative further should be designed to convince the Department that the bidder's Management Plan, required under Section 4.4.3.3.1., is viable and that the bidder's general approach to undertaking the Operating Agreement and fulfilling the State's goals is in accordance with the tasks and subtasks involved.

Mere reiteration of the requirements set forth in the Operating Agreement is strongly discouraged, in that such a narrative would not provide insight into the bidder's ability to successfully perform under the Operating Agreement. In sum, the bidder's response to this Section of the RFP should be designed to convince the Department that the bidder's detailed plans and proposed approach to operating an ORV Park under the Operating Agreement is realistic, attainable, and appropriate and that the bidder's proposal will lead to successful performance.

#### **4.4.3.2 Agreement Management**

The bidder shall describe its specific plans to develop, manage, control, and supervise ORV Park to ensure satisfactory performance according to the bidder's proposal. The Management Plan should include the bidder's approach to communication with the Department, including but not limited to status meetings and status reports.

#### **4.4.3.3 Specific Plan Content**

The bidder's Management Plan and Development Plan should set forth bidder's plans to operate, manage, and develop the ORV Park.

##### **4.4.3.3.1 Management Plan**

The Management Plan, distinct from the Development Plan, shall outline how the bidder proposes to operate and manage the ORV Park on a day-to-day basis, from the beginning of the Operating Agreement. It should include a section regarding management of the Property, and a separate section regarding management on the remaining 56 acres after improvements, if any, are made on that remainder in accordance with this RFP.

The bidder shall identify:

1. The type of services and programs to be provided;
2. The potential number of employees and job titles;
3. Required qualifications for all specific positions;
4. Proposed hours of operation;
5. How bidder will ensure that riders are of the correct legal age and off-road vehicles are properly registered;
6. Trash pick-up and recycling for the entire ORV Park and cleanliness of the restrooms and public spaces;
7. Security, as described in § 1.3.6 above, including for events (crowd control) and of the structures on the ORV Park;
8. Fire prevention measures it will take, including for materials stored at the ORV Park as well as for the wooded acres subject to high fire days, and if above-ground storage tanks are to be installed;
9. A sample training package and how bidders will ensure that each rider is properly trained prior to riding;
10. How the bidders proposes to handle injuries and emergencies;
11. List of personal property needed for operating the ORV Park and that will not become the property of the Department;
12. Suggested pricing schedule for patrons including all services bidder will provide. With respect to the pricing schedule, the bidder in its Management Plan shall establish all applicable fees, which will be subject to the Department's review and approval. Fees should be comparable to those charged by other ORV facilities; and
13. Advertising and marketing plan for the promotion of the ORV Park, and provide full details on each area of the plan including identifying demographics served, regional concerns and media outlets. A website design and concept should be included.

#### **4.4.3.3.2 Development Plan**

The Development Plan shall have three parts: the required Initial Development of the Property, the non-required development of the Property, if any, and the Future Development of the 56 acre section, if any. For each item of Capital Improvement proposed, whether proposed as Initial Development or Future Development, the Development Plan shall include but not be

limited to: (a) a description; (b) a schedule for initiation and completion; (c) the cost or investment for the Capital Improvements; and (d) such additional information that the Department may reasonably require to determine whether to approve the particular Capital Improvement.

The Development Plan sections on required and non-required Initial Development must include an explanation of the development in some detail and should include drawings, photographs, or other illustrations or representations so the Evaluation Committee Members may understand the proposed projects and have a good idea of what is being proposed. The Future Development may be presented in narrative form with enough detail so the Evaluation Committee Members may understand the proposed projects and have a good idea of what is being proposed. However, the Future Development projects do not require drawings, photographs, or other illustrations or representations. Design drawings are not required for either Initial or Future Development projects at this time. The Department will require design drawings from the Operator prior to the start of any construction and reserves the right to require any and all types of drawings, including architectural drawings, for each or any project. Bidders shall include in their proposals all the costs associated with each phase of the development of the ORV Park.

Bidders should consider and include the following:

- i. Initial Development of the Property- Required
  - 1.) The types of temporary facilities the bidder will utilize for the administrative building and restrooms, if any.
  - 2.) Projected initiation and completion dates for the installation of the temporary facilities including utility service.
  - 3.) The types of permanent facilities the bidder will utilize for the administration building and restrooms.
  - 4.) Include projected initiation and completion dates for the installation of the permanent facilities including any utility service.
- ii. Additional Development of the Property Not Required
  - 1.) Propose additional construction and the purpose of that construction with proposed timeframes which should include projected initiation and completion dates.
  - 2.) Propose changes to the current track on the Property, if any. Include projected initiation and completion dates.
- iii. Future Development

- 1.) Detail plans outlining all new construction and improvements and the purpose of that construction and/or improvement for the rest of the 56-acre section of the ORV Park, if any, and timelines.
- 2.) Proposed trail plans for the 56-acre section and new construction with a proposed timeframe which should include projected initiation and completion dates.

#### **4.4.3.4 Mobilization and Implementation Plan**

The bidder should include as part of its bid proposal a mobilization and implementation plan, beginning with the date of notification of the proposal award. The mobilization and implementation plan should include the following elements:

- i. A detailed timetable for the mobilization and implementation period. This timetable should be designed to demonstrate how and when the bidder will have the ORV Park operational within thirty (30) days.
- i. The bidder's plan for the development and use of management, supervisory, or other key personnel during the mobilization and implementation period. The plan should show all management, supervisory, and key personnel that will be assigned to manage, supervise, and monitor the bidder's mobilization and implementation of the Operating Agreement.

#### **4.4.3.5 Potential Problems**

The bidder should set forth a summary of any and all problems anticipated during the term of the Operating Agreement. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.4 Organizational Support and Experience (Part 4)**

The bidder should include information relating to its organization, personnel, and experience, including but not limited to references, together with contact names and telephone numbers, evidencing the bidder's qualifications and capabilities to run an ORV Park.

##### **4.4.4.1 Location**

The bidder should include the name, location, and telephone number of the individual or organization that is submitting the proposal.

##### **4.4.4.2 Organization Chart [Specific]**

The bidder should include an organization chart with names showing the management, supervisory, and other key personnel, who will be employed by bidder. The chart should include

the labor category and title of each such individual. If the positions have not yet been filled, the bidder should so indicate, but include the titles of all personnel whom bidder intends to hire.

#### **4.4.4.3 Resumes**

Detailed resumes should be submitted for all management, supervisory, and key personnel who will be employed by bidder in fulfilling the purpose of the Operating Agreement. Resumes should be structured to emphasize the relevant qualifications and experience of these individuals in successfully completing projects of similar size and scope to those set forth in the Operating Agreement. Resumes should clearly identify previous experience in similar ventures. Beginning and ending dates should be given for each similar venture. A description of the venture should be given and should demonstrate how the individual's work on the venture relates to the individual's ability to contribute to the successful fulfillment of the purposes of the Operating Agreement. With respect to each similar venture, the bidder should include the name and address of each reference, together with a person and telephone number to contact for a reference check.

In the event the bidder must hire or otherwise engage management, supervisory, and/or key personnel if awarded the proposal, the bidder should include a recruitment plan for such personnel.

#### **4.4.4.4 Backup Staff**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals performing under the Operating Agreement. Backup staff must be clearly identified as such.

In the event the bidder must hire management, supervisory, and/or key personnel if awarded the proposal, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event that primary individuals initially assigned need assistance or must be replaced during the term of the Operating Agreement.

#### **4.4.4.5 Organization Chart [Complete]**

The bidder should include an organization chart depicting the bidder's entire organizational structure. This chart should show the relationship of the individuals performing under the Operating Agreement to the bidder's overall organizational structure.

#### **4.4.4.6 Experience of Bidder on Projects of Similar Size and Scope**

As evidence of the bidder's ability to complete the services set forth in the Operating Agreement, the bidder should provide a comprehensive listing of ORV Park facilities similar in size and scope that it has managed or operated. A description of all such projects should be included and should demonstrate how such projects relate to the bidder's ability to complete the services required under the Operating Agreement. For each such project, the bidder should provide the name and telephone number of a contact person.

Specifically, the bidder should describe its expertise in managing or operating ORV Park facilities, including the following:

- i. a description of all ORV Park facilities it has managed, including the size of the facility, types of services provided, and location for each facility;
- ii. a description of all ORV Park facilities where the bidder has executed the development of new trails and infrastructure; and
- iii. the beginning and ending date of each management agreement or lease associated with each ORV Park facility listed in “i” and “ii” above.

#### **4.4.4.7 Financial Viability of the Bidder**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully carry out its responsibilities under the Operating Agreement. To satisfy this requirement, the bidder shall submit the following with its bid proposal:

- i. The name and address of the bidder’s bank, chief banking representative handling the bidder’s account, and the bidder’s federal employer information number (FEIN number);
- ii. Certified financial statements prepared by a Licensed Public Accountant or a Certified Public Accountant licensed to practice accounting in the State of New Jersey, including applicable notes, reflecting the bidder’s assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder’s most recent fiscal year; or
- iii. The bidder must provide copies of federal and State Income tax returns submitted by the bidders for the last three (3) years.

#### **4.4.5 Monetary Proposal (Part 5)**

The bidder must submit the requested monetary proposal. Failure to submit the requested monetary proposal will result in the bidder’s proposal being considered materially non-responsive. Each bidder must hold its monetary proposal firm through completion of the proposal award process.

Each bidder submitting a proposal for the operation of the ORV Park facility shall submit the following monetary bid (see Exhibit H for the bid form):

A fixed minimum annual fee of at least \$36,000 per annum.

This fee will be increased annually by three (3) percent. This fee is in addition to the rental payment, which must be paid by the successful bidder. See section 3.0, Scope of Work, for more information about the rental payment.

#### **4.4.6 Changes to Terms and Conditions (Part 6)**

A bidder may propose changes or modifications or takes exception to any of the State's terms and conditions. If a bidder does so, the bidder must state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement. Bidders must be aware, however, that there are certain terms and conditions that are required by law (e.g., Pay to Play, Affirmative Action, Business Registration, Prevailing Wage).

### **5.0 AGREEMENT TERMS & CONDITIONS**

#### **5.1 Precedence of Agreement Terms and Conditions**

The Operating Agreement ultimately shall consist of this RFP, any addendum to this RFP, the winning bidder's proposal, the Department's Notice of Acceptance, and the executed Operating Agreement. The bidder shall agree to all of the material terms and conditions of the Operating Agreement.

In the event of a conflict between the provisions of this RFP and any addendum to the RFP, the addendum shall govern. In the event of a conflict between the provisions of this RFP (including any addendum to same) and the winning bidder's proposal, the RFP and/or addendum shall govern.

#### **5.2 Agreement Term and Extension Option**

The Initial Term of the Operating Agreement shall be for a period of five (5) years, unless earlier terminated pursuant to the terms of the Operating Agreement. The anticipated Effective Date will be provided in the Operating Agreement. The winning bidder accepts a full 5 year initial term even if delays in the selection process result in an adjustment of the anticipated Effective Date.

Provided that Operator has satisfactorily complied with the terms, covenants, or conditions provided herein or by law, and no event of default has occurred; that Operator has completed the Initial Development or has received financing for the Initial Development the Department may grant a two (2) year extension of the Initial Term for completion of the required Initial Development. Operator's failure to complete the Initial Development within the 2 year extension shall be a material breach of the Operating Agreement in accordance with Paragraph 28 of the Operating Agreement and subject to the remedies therein.

Renewal of this Operating Agreement shall be consistent with reasonably anticipated plans for development or use of the ORV Park by the Department, and shall be in the public interest. The Department shall have the option to renew for one additional 15 year term by the

mutual written consent of the Operator and the Department. The Department reserves the right to disapprove renewal if it determines in the Department's sole discretion that Operator has not satisfactorily complied with the terms, covenants, or conditions of the Operating Agreement; Operator has not received financing for and completed the Initial Development during the Initial Term or the two year extension of the Initial Term; continuation of the Operating Agreement is not consistent with reasonably anticipated plans for development or use of the ORV Park by the Department; or renewal is not otherwise in the public interest.

If the Department permits Operator to continue operating the ORV Park after expiration of the Operating Agreement without having executed a new written Operating Agreement with the Department, then Operator shall operate the ORV Park subject to all terms, covenants, and conditions contained in the expired Operating Agreement. Such continuation of operations by Operator shall not constitute a renewal or extension of the expired Operating Agreement.

### **5.3 Insurance**

The successful bidder shall, at its sole cost and expense, obtain and maintain in full force at all times during the Term of this Operating Agreement, liability insurance of the types and in the amounts hereinafter provided and provided in the Operating Agreement. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. The minimum required coverages are:

- a. Commercial General Liability \$5,000,000.00
- b. Worker's Compensation
  - i. Bodily Injury, each occurrence \$1,000,000.00
  - ii. Disease each employee \$1,000,000.00
  - iii. Disease aggregate limit \$1,000,000.00
- c. Such other insurance and in such amounts as may from time to time be reasonably required by the Department.

All insurance coverage shall be issued by an insurance company authorized and approved to do business in New Jersey and shall name the State of New Jersey, Department of Environmental Protection, as an additional insured.

The successful bidder shall provide the Department with certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under the Operating Agreement, evidencing that all insurance coverage has been obtained. Failure to provide such certificates of insurance and/or documentation of self-insurance by the execution of the Operating Agreement shall render the Operating Agreement null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to the Department prior to any



cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with the Operating Agreement. The successful bidder shall also provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies so that the Department is continuously in possession of current documentation that the successful bidder has obtained and is maintaining in full force and effect all insurance required under the Operating Agreement. The successful bidder also shall, upon request, provide the Department with copies of each policy required under the Operating Agreement certified by the agency or underwriter to be true copies of the policies provided by the successful bidder. The successful bidder shall not allow any contractor or subcontractor to engage in any activity on the Premises without first submitting to the Department a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of the Operating Agreement. The successful bidder shall deliver the certificates to the Department's address as provided in Paragraph 23 of the Operating Agreement. Any insurance protection shall in no way limit the successful bidder's indemnification obligations in this RFP and Operating Agreement.

Additional terms and conditions regarding insurance can be found in the Operating Agreement attached hereto as Exhibit D.

#### **5.4 Indemnification**

The successful bidder for itself, its successors, and assigns, assume all risks and liabilities arising out of bidder's possession, operation, maintenance, and improvement of the ORV Park. The successful bidder covenants to defend, protect, indemnify, and save harmless the Department and the State, and each of their officers, their agents, their servants and their employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damages") arising, or claimed to arise, from, in connection with, or as a result of, the successful bidder's actions or failure to act in connection with the Operating Agreement (collectively, "action"), regardless of whether such action was undertaken by the successful bidder, its officers, its directors, its agents, its servants, its employees, its contractors, or any person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (1) any settlement by the State of any claim or judgment against the Department or the State or their agents, provided the successful bidder had the opportunity to participate in the settlement negotiation, and (2) all attorney's fees, litigation costs, and other expenses of any nature, incurred by the Department or the State in connection with any damage. The successful bidder hereby releases the Department and each of its officers, agents, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of every nature arising from or claimed to arise, in whole or in part, in any manner out of, be occasioned by, or result from:

- a. Any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the ORV Park, any Capital Improvements thereon or upon any sidewalk or walkway within the ORV Park or in any manner growing out of or connected with the use, nonuse, condition, or occupancy of the ORV Park, Capital Improvements, or any part thereof, and construction or repair of any Capital

Improvements on the ORV Park;

b. Violation of any agreement or condition of the Operating Agreement by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through the successful bidder;

c. Violation by the successful bidder of any contracts, agreements, or restrictions of record concerning the ORV Park or any federal, State or local law, ordinance, rule, regulation or order affecting the ORV Park and/or bidder's possession, use and occupancy thereof;

d. Failure or omission to comply with any insurance policy required under the Operating Agreement or any federal, State, or local law, ordinance, rule, regulation or order affecting the ORV Park and/or bidder's possession, use and occupancy thereof; or

e. Any act, error or omission by the successful bidder, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through bidder in the performance of the Operating Agreement.

The successful bidder's indemnification and liability is not limited by but is in addition to the insurance obligations.

Additional indemnification terms can be found in the attached Operating Agreement.

## **5.5 Prevailing Wage Act and Building Services Act**

The successful bidder agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. Bidder also agrees to comply with 42 U.S.C. § 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and § 9604 (g)(1), the bidder must comply with the federal requirements. The successful bidder also agrees to comply with the New Jersey Building Services Act, P.L. 2005, Chapter 379 as codified at N.J.S.A. 34:11-56.58 et seq.

## **5.6 Conflicts of Interest**

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or

associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in Paragraphs a through e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under Paragraph 3c of Executive Order No. 189.

## **5.7 Work Performance Location and Source Disclosure**

By accepting and executing the operating agreement, the successful bidder certifies that pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of

1989, and permit independent monitoring of their compliance with those principles. The MacBride Principles Certification form can be found at Exhibit I.

The successful bidder also shall comply with, and shall ensure that its contractors and subcontractors comply with, N.J.S.A. 52:32-55 et seq., L. 2012, c. 25, regarding business in Iran.

## **5.8 Americans with Disabilities Act and Anti-Discrimination**

### **5.8.1 Americans with Disabilities Act**

The successful bidder must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

### **5.8.2 Anti-Discrimination**

The successful bidder shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference.

Additional terms can be found in the Operating Agreement at Exhibit D.

## **5.9 Applicable Law and Jurisdiction**

This RFP and the resulting Operating Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey without reference to conflict of law principles, and any legal actions filed shall be filed in the courts of the State of New Jersey. Further, any contracts and/or orders placed as a result of the RFP or Operating Agreement shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

### **5.10 Change in Law**

The Operator is responsible for informing itself of all changes in law that might affect the Operating Agreement and the performance thereof.

## **6.0 PROPOSAL EVALUATION & SELECTION PROCESS**

### **6.1 Proposal Evaluation Committee**

Proposals will be evaluated by an Evaluation Committee composed of representatives from the Department of Environmental Protection.

## **6.2 Oral Presentation and/or Clarification of Proposal**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee also may require a bidder to submit written responses to questions regarding its bid proposal. The purpose of such communication with a bidder, either through an oral presentation or written letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. However, original bid proposals may not be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Further, bidders may not attend presentations made by other bidders.

It is within the discretion of the Evaluation Committee to require a bidder to make an oral presentation or to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Administrator will be the sole point of contact regarding any request for an oral presentation or written clarification.

## **6.3 Evaluation Criteria**

The following evaluation criteria, not necessarily listed in order of significance, shall be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the review process:

- i. The bidder's general approach and plans in meeting the requirements of this RFP;
- ii. The bidder's detailed approach and plans to perform the services under the Operating Agreement;
- iii. The bidder's documented experience in managing, developing or operating ORV facilities of a similar size and scope to its proposed uses on the ORV Park;
- iv. The qualifications and experience of the bidder's management, supervisory, and other key personnel, with emphasis on documented experience that is consistent with the proposed uses for the ORV Park;
- v. The bidder's overall ability to mobilize, undertake and successfully perform in accordance with the Operating Agreement. This judgment will include but not be limited to the number and qualifications of management, supervisory, and other staff proposed, the availability and commitment to the Operating Agreement of the bidder's management, supervisory, and other staff proposed, and the bidder's Management Plan and Development Plan;
- vi. The bidder's financial viability and organizational history; and
- vii. The bidder's monetary proposal.

## 6.4 Selection Process

The proposal shall be awarded with reasonable promptness and by written notice to the responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected if the Department determines that it is in the public interest to do so.

## 6.5 Negotiation and Best and Final Offer (BAFO)

After evaluating proposals, the Department may enter into negotiations with one bidder or multiple bidders. The primary purpose of negotiations is to maximize the State's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and price (rent). Multiple rounds of negotiations may be conducted with one bidder or multiple bidders. Negotiations will be structured by the Department to safeguard information and ensure that all bidders are treated fairly.

Similarly, the Department may invite one bidder or multiple bidders to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not higher in price than the pricing offered in the bidder's original proposal will be rejected as non-responsive and the Department will revert to consideration and evaluation of the bidder's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the bidder(s). The Department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the State.

**Negotiations will be conducted only in those circumstances where they are deemed by the Department to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the bidder is advised to submit its best technical and price proposal in response to this RFP since the State may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any bidder.**

All contacts, records of initial evaluations, any correspondence with bidders related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

**NOTE: If the Department contemplates negotiation, proposal prices will not be publicly read at the proposal submission opening. Only the name and address of each bidder will be publicly announced at the proposal submission opening.**

## 7.0 EXHIBITS

- A. Map of 66-acre parcel the "ORV Park"

- B. Tax Map of Woodbine Borough, Cape May County, New Jersey
- C. Map of 10-acre parcel with ¾ mile track the "Property"
- D. Operating Agreement
- E. Affirmative Action Employee Information Report
- F. Ownership Disclosure Forms
- G. Pay to Play Forms: (1) Contractor Certification and Disclosure of Political Contributions Form (P.L. 2005, c. 51); and (2) Instructions -- Contractor Certification and Disclosure of Political Contributions (P.L. 2005, c. 51); (3) Vendor Certification and Disclosure of Political Contribution Disclosure Form (P.L. 2005, c. 2711).
- H. Monetary Bid Form
- I. MacBride Principles Form